

**Robert H. Harrison to George Washington, September 8, 1773, Letters to Washington and Accompanying Papers. Published by the Society of the Colonial Dames of America. Edited by Stanislaus Murray Hamilton.**

**FROM ROBERT H. HARRISON, ESQ.**

ALEXANDRIA Sept 8. 1773

SIR

I hope that my indisposition will be received as a sufficient excuse for my not having done your Lease sooner, and for the Several black lines and erasements in it, when done; had I been perfectly well, they should not have appeared; however I hope that it will appear sufficiently plain & legible for the printers—I have made it as short as I could, to be substantial which I flatter myself it is, in all its parts; indeed it is in substance, the same with yours, differg very little therefrom, but something in form—I think your Clause or Covenants No 1 & 2 very material & consistent; they give distinct Remedies, the former a distress, and the latter an Action of Debt or Covenant, which often times is of material use—I have Introdd. the right of Entry in case of Nonpaymt of Rent & no distress to be found, under a Proviso which is more agreeable to Law, than by way of Covenant; the word Proviso being a favorite expression of our Law, to raise or imply a Condition for Suppor [multilated] Ejectment in case the Lessee or any other should hold after breach—Tho I think in point of reason & in point of Law, that Covenant will Answer the purpose, but as the other has been used & approved of by the Judges from the earliest period of english jurisprudence as the most proper, I have adopted it—It is not usual to Incur a forfeiture of the Lease upon breach of all the Covenants contained in this Lease; however as It may be the means of enforcing an exact compliance with & performance of the several matters,

## Library of Congress

I think the whole proper enough; but should you apprehend that it may alarm any who may incline to be Lessees, you may draw your pen thro any part that you incline—You'll Observe that I have not Inserted the Heirs of the Lessees respecting the Estate, It would have been improper; It being a Term for years, it is a Chattel real and devolves in case of death not upon an Heir, unless he is Exor Admtr, but not as heir, Yet I have bound the Heirs for the performance of all the Covenants—Your Observtns about the unny multitude of Words & Repitns in Conveyances, are very just & can only be accounted for upon Principles of Interest, the longer the Deed the greater the price being the rule established when Scriveners formerly were paid per Word or side—pecuniay penalties would have Answered no purpose but what the Covenants within will—I have only to wish that it may be agreeable to your min [covered by seal] you conceive that it may want [covered by seal] alteration please to communicate it with freedom and it shall be done by

D Sir Yr most Ob Servt ROB H: HARRISON